

Amendment 309

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 309 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 18th day of August, 2014, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to update certain content on the Cardholder Website (CHW) and the Business Account Website (BAW) as described below and in further detail in Change Request CR-10804 MWU 2014-08 v5.0 which incorporates the requirements document SEA-09623 v1.0 as approved by the Agencies on August 14, 2014.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the above Recitals and the following:

Section 1.0 Description of Work

The Contractor will perform the work necessary to implement content and graphic modifications to the ORCA CHW and BAW as directed by the Agencies per the requirements documented in Change Request CR-10804 *MWU 2014 – 08 v 5.0*

Such work will include the following:

1.1 The Contractor will modify the CHW as follows:

- i. Remove the words “**Contact ORCA**” from the footer
- ii. Remove the word “**offices**” from the current text that reads “Customer service offices” so that it reads: “**Customer service**”. The link is not changed.
- iii. Replace the background banner with the new image provided: 95 x 593

1.2 The Contractor will modify the BAW as follows:

- i. Add the “Move Card” button with functionality to the Card Account Details screen. *Note:* this button is to the right of the “Block Card and “Replace Card” buttons.
- ii. Replace the background banner image with the new image provided: 95 x 593
- iii. Replace the home page image with the smaller image provided: 300 x 593

Section 2.0 Schedule:

2.1 The work described in Section 1.0 will be completed with MR27.1.

Section 3.0 Compensation Changes

3.1 In the interests of progressing the Work given the schedule constraints, the Agencies agree to pay the amount of \$7,248.00 as noted in this Amendment, but only on a non-precedential basis as to payment for similar Work in the future. Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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The Contractor will perform the work necessary to update the CHW and BAW as directed by the Agencies. TOTAL	\$7248
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Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: *[Signature]*

Its: General Manager

Date: 8/18/14

The Agencies

By: *[Signature]*

Their: Operations Manager

On behalf of the Agencies

Date: August 18, 2014